

Cedar Creek Crossings, LLC Liability Release and Indemnification Agreement

In consideration of being permitted to enter the premises and engage in and participate in equine activities (collectively referred to as "Equine Activities" as defined below) at Cedar Creek Crossings, LLC ("Cedar Creek"), I agree to sign and enter into this Liability Release and Indemnification Agreement.

I understand that the Equine Activities are being conducted by Cedar Creek.

I understand that I may participate in or observe any or all of the following activities:

1. Equine Activities; defined as including but not limited to Horseback Riding, Therapeutic Horseback Riding, Equine Assisted Activities, Equine Experiential Learning, Equine Assisted Psychotherapy, Personal Growth Activities, Teambuilding Workshops, Horse Care and Barn Activities, in a rustic environment with natural or artificial hazards or obstacles.
2. General activities associated with Equine Activities above; and

I am entering into this agreement freely, voluntarily, knowingly and specifically state that:

1. I am not dazed, suffering from shock, or under the influence of drugs or alcohol.
2. I understand that this is a full and complete liability release and indemnification agreement.
3. There has been no fraud or other conduct used in obtaining my signature and agreement to this document.

Participation/Observation Obligations

1. I will comply with all rules and regulations.
2. If I have questions, need changes or have medical concerns, I will immediately ask the nearest Cedar Creek employee or volunteer.
3. If I observe any unusual or unnecessary hazard during my participation, I will immediately bring it to the attention of the nearest Cedar Creek employee or volunteer.
4. I will wear ASTM-standard/SEI certified equestrian protective headgear. This headgear is MANDATORY while riding or near a horse in order to potentially reduce the severity of some head injuries as a result of a fall or other occurrences.

Participation/Observation Representations

1. Despite the fact that a certified equine trainer / instructor or equivalent will be facilitating all activities at Cedar Creek, I understand that:
 - a. horses are animals and have a tendency to act in ways that may pose risk to participants and/or observers. These acts include, but are not limited to, acting unpredictably to sounds, sudden movements, unfamiliar objects, persons, or other animals.

Initials: _____

- b. there could be a collision with another equine, animal, person, or object including, but not limited to, naturally occurring objects like tree branches, rocks, water, holes, and rubbish while on Cedar Creek premises.
 - c. the observation and/or participation in Equine Activities and activities associated with the same will expose me to certain risks inherent to Equine Activities and related activities. **These risks include, but are not limited to: personal or bodily injury, property damage, and even death.**
2. I agree to assume and accept the dangers inherent in the observation and/or participation in Equine Activities and related activities. This acceptance of risk provision is in addition to the acceptance of risk I undertake pursuant to the Equine Activity Liability Act being Public Act 351 of 1994, a copy of which is attached to this Liability Release and Indemnification Agreement.
 3. Other than what has been disclosed to Cedar Creek in writing, I represent that I have no other drug, health, or mental problem that could or will interfere with my observation and/or participation in Equine Activities and any activity associated with the same.
 4. I agree that I am responsible for my own safety and the safety of any guest that I may bring to the premises Cedar Creek.

Release & Indemnification

1. I agree that Cedar Creek, its members, officers, directors, employees, volunteers, agents, representatives, affiliates, subsidiaries, successors, and assignees will not be liable if I, my guest or child, suffer any personal or bodily injury, death, or property damage as a result of the observation and/or participation in Equine Activities and related activities through Cedar Creek.
2. I further agree that in the event that Cedar Creek, its members, officers, directors, employees, volunteers, agents, representatives, affiliates, subsidiaries, successors, and assignees become liable by way of contribution, indemnification, judgment, verdict, award, or otherwise, to any other party as a result of any actions, negligence, or injury, I agree to indemnify and hold harmless Cedar Creek, its members, officers, directors, employees, volunteers, agents, representatives, affiliates, subsidiaries, successors, and assignees from any and all claims, demands, actual legal costs or other costs or expenses arising out of said actions, negligence or injury, regardless of the party choosing to bring such claim.
3. I expressly agree that this Liability Release and Indemnification Agreement is intended to be as broad and as inclusive as permitted by the laws of the State of Michigan, and that if any portion of the Agreement is held to be invalid, that portion will be modified but only to the extent necessary to make it valid. The remaining provisions will continue in full force and effect.
4. I agree that this Liability Release and Indemnification Agreement is binding on my personal representative, heirs, assigns, and next of kin.

I HAVE READ THE FOREGOING LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT, AND BY SIGNING REPRESENT AND WARRANT THAT I FULLY UNDERSTAND IT.

CAUTION – READ BEFORE SIGNING

Print Name

Home Address (City, State and Zip Code)

Signature

Home Phone Number

Participants of Minority Age* or Legal Incompetence

(*Under age 18 at the time of signing this Liability Release and Indemnification Agreement)

This is to certify that I, as parent/guardian of this participant/observer, have read this entire Liability Release and Indemnification Agreement and do consent and agree to his/her observation and/or participation in the activities described above. I also consent to the participant's indemnification, release, and hold harmless as provided above to Cedar Creek. I, or myself and on behalf of my heirs, assigns, and next of kin, hereby release, indemnify, and hold harmless Cedar Creek from any and all claims incident to my child's involvement in these programs. EVEN IF ARISING OUT OF THE NEGLIGENCE OF CEDAR CREEK, to the fullest extent permitted by law.

I HAVE READ THE FOREGOING LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT, AND BY SIGNING REPRESENT AND WARRANT THAT I FULLY UNDERSTAND IT.

CAUTION – READ BEFORE SIGNING

Print Parent/Legal Guardian's Name

Print Ward's Name

Parent/Legal Guardian's Home Address

Ward's Address if different than Parent/Guardian

Parent/Guardian's Signature

Parent/Guardian's Home Phone Number

Ward's Phone # if different than Parent/Guardian